



FIRST THINGS FIRST

Ready for School. Set for Life.

azftf.gov

**Arizona Early Childhood Development and Health Board
4000 North Central, Suite 800
Phoenix, Arizona 85012**

**Expansion: Increase slots and/or capital expense
Yavapai Regional Partnership Council**

**Request for Grant Application (RFGA)
FTF-RC022-13-0417-00**

Deadline	Grant Applications shall be submitted on or before 10:00 a.m. (Arizona MST) on June 15, 2012 at First Things First, 4000 North Central Avenue, Suite 800, Phoenix, Arizona 85012.
Procurement Guidelines	<p>In accordance with A.R.S §41-2701, competitive sealed grant Applications for the services specified within this document will be received by First Things First at the above-specified location until the time and date cited. Grant Applications received by the correct time and date will be opened and the name of each Applicant will be publicly read.</p> <p>Grant Applications must be in the actual possession of First Things First on or prior to the exact time and date indicated above. Telefaxed, electronic, or late grant Applications <u>shall not</u> be considered.</p> <p>Grant Applications must be submitted in a sealed envelope with the RFGA Number and the Applicant's name and address clearly indicated on the envelope.</p> <p>All Applications must be typewritten and a complete grant Application returned along with the offer by the time and date cited above. Additional instructions for preparing a grant Application are included within this document.</p> <p>Applicants are strongly encouraged to read the entire Request for Grant Application document carefully.</p> <p>It is the sole responsibility of Applicants to check the First Things First website for any changes to this RFGA, http://azftf.gov.</p>
Pre-Application Conference	Prospective Applicants are encouraged to attend a Pre-Application Conference on May 15, 2012 at 9:30 a.m. at First Things First, 4000 N. Central Ave., Suite 800, 8 th Floor Board Room in Phoenix, Arizona. The purpose of the meeting is to discuss and clarify this Request for Grant Application.
Special Accommodations	Persons with a disability may request reasonable accommodation such as a sign language interpreter by contacting the Fiscal and Contracts Specialist at grants@azftf.gov or via Fax (602) 265-0009. Requests should be made as early as possible to allow time to arrange the accommodation.
Contract Information	<p><u>Service</u>: First Things First Regional Funding</p> <p><u>Contract Type</u>: Cost Reimbursement</p> <p><u>Contract Term</u>: The effective date of this Contract shall be the date that the First Things First designee signs the Offer and Acceptance form or other official contract form (estimated September 1, 2012) and shall remain in effect until June 30, 2013, unless terminated, cancelled or extended as otherwise provided herein.</p>
Contact Information	<p>Fiscal and Contracts Specialist</p> <p>First Things First</p> <p>Fax: (602) 265-0009</p> <p>Email: grants@azftf.gov</p>



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CERTIFICATION

TO THE STATE OF ARIZONA, ARIZONA EARLY CHILDHOOD DEVELOPMENT AND HEALTH BOARD:

If awarded a grant, the Undersigned hereby agrees to all terms, conditions, requirements and amendments in this request for grant Application and any written exceptions, as accepted by the Arizona Early Childhood Development and Health Board in the Application.

APPLICANT OFFER

Arizona Transaction (Sales) Privilege Tax License No.: _____ Name of Point of Contact Concerning this Application: _____

_____ Name: _____

Federal Employer Identification No.: _____ Phone: _____ Fax: _____

_____ E-Mail: _____

_____ Signature of Person Authorized to Sign Offer

_____ Printed Name

_____ Title

By signature in the Offer section above, the Applicant certifies:

1. The submission of the Application did not involve collusion or other anti-competitive practices.
2. The Applicant shall not discriminate against any employee or Applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §41-1461 through §1465.
3. The Applicant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

ACCEPTANCE OF APPLICATION

The Application is hereby accepted. The Applicant is now bound to perform as stated in the Applicant's grant Application as accepted by the Arizona Early Childhood Development and Health Board and the Request for Grant Application document, including all terms, conditions, requirements, amendments, and/or exhibits.

This grant shall henceforth be referred to as Grant No. _____

Arizona Early Childhood Development and Health Board,
Awarded this _____ day of _____, 20____

First Things First Designated Authorizing Official

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Overview of First Things First

On November 7, 2006, Arizonans made an historic decision on behalf of our state's youngest citizens. By majority vote, they made a commitment to all Arizona children 5 and younger, that children would have the tools they need to arrive at school healthy and ready to succeed. The voters backed that promise with an 80-cent per pack increase on tobacco products to provide dedicated and sustainable funding for early childhood services for our youngest children. The initiative created the statewide First Things First board and the 31 regional partnership councils that share the responsibility of ensuring that these early childhood funds are spent on strategies that will result in improved education and health outcomes for kids 5 and younger.

First Things First is designed to meet the diverse needs of Arizona communities. The regional councils are comprised of community volunteers, with each member representing a specific segment of the community that has a role in ensuring that Arizona's children grow up to be ready for school, set for life: parents, leaders of faith communities, tribal representatives, educators, health professionals, business leaders, and philanthropists.

First Things First Strategic Direction

FTF's commitment to young children means more than simply funding programs and services. It means having a shared vision about what being prepared for kindergarten actually means. First Things First specifies that programs and services funded by the FTF Board and Regional Partnership Councils are to address one or more of the following Goal Areas as defined by the statute:

- Improve the quality of early childhood development and health programs.
- Increase the access to quality early childhood development and health programs.
- Increase access to preventive health care and health screenings for children through age five.
- Offer parent and family support and education concerning early childhood development and literacy.
- Provide professional development and training for early childhood development and health providers.
- Increase coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health.

The FTF Board established a strategic framework with a set of school readiness indicators that provide a comprehensive composite measure to show whether young children are ready for success as they prepare to enter kindergarten. The strategies funded by FTF work collectively to develop a comprehensive system across the state and regionally to address the school readiness indicators. The FTF Board and Regional Partnership Councils determine the priorities and strategies to be funded across the state and throughout the regions assessing the challenges and building on the resources and assets in place.

School Readiness Indicators

1. #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, and motor and physical
2. #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars
3. #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars
4. #/% of families that spend no more than 10% of the regional median family income on quality care and education with a Quality First rating of 3-5 stars
5. % of children with newly identified developmental delays during the kindergarten year
6. # of children entering kindergarten exiting preschool special education to regular education
7. #/% of children ages 2-5 at a healthy weight (Body Mass Index-BMI)
8. #/% of children receiving timely well child visits
9. #/% of children age 5 with untreated tooth decay
10. % of families who report they are competent and confident about their ability to support their child's safety, health and well being

What is the Funding Source?

First Things First provides for distribution of funding through both statewide and regional grants. Statewide programs are considered those implemented across regional boundaries and are designed to benefit Arizona's children as a whole. Regional funding is based on the approval of the Regional Partnership Council funding plans submitted to the FTF Board each year.

This Request for Grant Application (RFGA) is specifically dedicated to funding regional programs. The Regional Partnership Council that is involved in the release of this RFGA is the Yavapai Regional Partnership Council.

Who is Eligible to Apply for this Funding Opportunity?

First Things First awards grants to:

- Non-profit 501 (c) (3) organizations providing services in Arizona (both secular and faith-based)
- Units of Arizona government (local, county and state entities as well as schools and school districts)
- Federally recognized Tribal governments or entities providing services within Arizona
- Arizona institutions of higher learning (colleges and universities)
- Private organizations providing services in Arizona

All potential Applicants must demonstrate organizational, fiscal and programmatic capacity to meet the requirements described in the scope of work listed in this RFGA.

What is the Total Funding Amount Available in this Request for Grant Application?

This is a ten (10) month contract for the fiscal year ending June 30, 2013 with no options for renewal. Total funds available are approximately \$100,000 for the one-time investment/funding period. First Things First reserves the right not to award the entire amount of available funds or to award an amount that is greater than the posted available funds. One or multiple awards may be made.

Scope of Work: What Will This Grant Fund and How Will It Make a Difference for Children?

Statement of need

According to the results of the Yavapai Region's Child Care Study, the demand study section indicated that there is a high demand for child care in all age groups. About 80% of surveyed parents with children between 2 years old and 5 years old reported needing child care. All parents with children ages 1 – 2 years reported needing child care.

In the past, the Yavapai Regional Partnership Council successfully implemented this strategy by providing funding for capital improvements related to a rural, early education setting. During the strategic planning process, similar funding needs were identified. In recognition of this need and to maintain an open, competitive process, the Council has allotted one-time only funding. The funded expansion opportunity(s) is intended to effectively address system gaps, opportunities for coordination, infrastructure and capacity issues, or policy issues that impact the service delivery system. Expenditures can include classroom teachers and tools, as well as requirements for capital expenditures including the purchase of real property, building renovation and new construction.

Overview of Strategy including Standards of Practice

First Things First has identified a need to increase the number of children who receive high quality early care and education services in order to improve young children's success in school and beyond in certain areas of the state. High quality early childhood services are strongly linked to both academic and life-skills success among children, especially those from families with several risk factors such as low income, low education levels of parents/caregivers, etc. Regional funding will support the expansion of programming for those children who may not otherwise have access to high quality early care and education in particular neighborhoods or localities where there is a lack of licensed and/or certified providers.

While various models to expand the supply of early care and education exist, most include financial support for planning, facility improvement grants to renovate or expand current

settings in order to allow programs to serve more children. It is also possible for regions to provide financial support for capital improvement as long as the First Things First capital improvement policy is followed, which requires matching funds. (See Exhibit A, Revision to FTF Funding Plan Guidance Construction and Purchases of Real Property)

In order to ensure the quality of the early care and education programs (centers) benefitting from this grant, successful Applicants must meet the following criteria:

- Program provides early care and education services to children birth through age 5 (not yet in kindergarten);
- Program is regulated and in good standing with the appropriate certifying, licensing or regulatory authority; and
- Program demonstrates a commitment to quality by one of the following:
 - Is enrolled as a Quality First participants, actively working towards quality improvement, or
 - Is accredited by one of the National Accreditations recognized by ADE and DES, or
 - Has applied for Quality First, deemed eligible and does not decline an opportunity to participate when selected.

(For more information see Exhibit B, Statement of Commitment to Quality of Programming as a Criterion for Participation in Funding Opportunities for Early Care and Education). The applicant shall demonstrate sufficient oversight of contracts, submission of reports, and data tracking.

First Things First School Readiness Indicators related to this strategy:

FTF is seeking successful applicants to implement this strategy and work collectively with FTF to impact the school readiness indicators below:

- Number/percentage of children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, and motor and physical

First Things First Goal Area to be addressed:

- Quality and Access

Target Population to serve

Through this strategy, the Yavapai Regional Council will support expansion in early care and education programs which meet the criteria listed in B, Statement of Commitment to Quality of Programming as a Criterion for Participation in Funding Opportunities for Early Care and Education.

Geographic Area

Yavapai regional boundaries

Coordination and Collaboration

First Things First prioritizes coordination and collaboration among early childhood service providers as critical to developing a seamless service delivery system for children and families. As a result of coordination and collaboration, services are often easier to access and are implemented in a manner that is more responsive to the needs of the children and families. Coordination and collaboration may also result in greater capacity to deliver services because organizations are working together to identify and address gaps in service. Successful Applicants must demonstrate capacity to work with and participate in coordination and collaboration activities occurring within the First Things First region being served. This may include but is not limited to participating in regular meetings. Depending upon the strategy, there may be additional statewide meetings which the Applicant may be asked to attend, as noted in the Scope of Work. In order to accomplish this, Applicants should plan the appropriate staffing and budget to support travel to and attendance at monthly meetings within the regional area or statewide meetings, as appropriate.

Program Specific Data Collection and First Things First Evaluation

Successful Applicants agree to participate in the FTF evaluation and any program specific evaluation or research efforts. Data collection and FTF evaluation activities are directly connected with the Goals, Performance Measures and Units of Service aligned to the strategy described in this RFGA. When services are provided to more than one region (multi-regional strategies), the grantee must collect and store client data for each region served through the grant agreement.

Unit of Service and related Target Service Number Definition:

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number). A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. The Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the Applicant proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

Performance Measures Definition:

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

Successful Applicants must have capacity to collect and submit FTF data requirements, securely and confidentially store client data, and utilize data to assess progress in achieving desired outcomes of the proposed strategy. Units of Service, Target Service Numbers, and Performance Measures outline how quarterly data submissions will be evaluated according to the contracted deliverables and standards of practice for that contract. Additionally, they are used by FTF to determine the key impacts of the strategies, programs and approaches being implemented.

All successful Applicants will be provided with data reporting requirements by FTF and will meet the requirements of the FTF evaluation including, but not limited to, timely and regular reporting and cooperation with all FTF evaluation activities. -Timely and regular reporting of all performance and evaluation data includes the electronic submission of data (as identified in data reporting templates designed for each strategy) through the FTF secure web portal known as PGMS. The FTF data reporting requirements for this strategy can be found at <http://ftf/teams/IT/Lists/Strategy%20Universe/AllItems.aspx>.

Successful Applicants are required to collaborate with any FTF external evaluation activities, which means the successful Applicant must collaborate with external evaluation-led child assessment activities. Collaborative activities may include tracking and reporting data pertaining to participant attendance, enrollment, and demographic information. In addition, Applicants agree to allow FTF and evaluation consultants of FTF to observe program activities on site and successful applicants must collaborate with FTF led and initiated evaluation activities to encourage parent consent for data collection. (Standards for data security for this strategy are found in Exhibit D.)

Units of Service and Performance Measures that are aligned to the Goal for the purposes of this RFGA are as follows:

Unit of Service:

- 1 center based provider(s) served
- 5 increased slots for participating children

Performance Measures:

- 1 center based provider(s) served
- 5 increased slots for participating children

For more information on FTF Goal Areas, Goals and Performance Measures, please reference the FTF Strategy Toolkit at:

<http://azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BA>

How Will Applications be Evaluated?

The review committee will evaluate Applications and recommend those for an award based on the following criteria:

- Capacity of the Applicant for Addressing Needs (25%)
- Proposed Program or Activity (25%)
- Implementation Activities (25%)
- Budget (10%)
- Data Collection (15%)

Those Applicants not selected for funding will be notified in writing; however, pursuant to A.R.S. §41-2702 (E), all Applications shall not be open for public inspection until after grants are awarded. A.R.S. §41-2702 (G) also states the evaluator assessments shall be made available for public inspection no later than thirty (30) days after a formal award is made.

Application: Responding to the Scope of Work

To complete your Application, provide a comprehensive narrative response that addresses each of the items in the Executive Summary and the criteria sections below. If an item requires a completed attachment, please reference that attachment within the narrative response when indicated. It is recommended the narrative not to exceed 10 pages, including the one page for the executive summary, and using 12-point font size and no less than one-inch margins.

A. Executive Summary (required – 1 page overview)

Provide a one (1) page narrative overview of the proposed project that includes the target service number, a brief summary of the program or strategy, how it will be implemented, the Applicant's capacity to implement this program and how success and outcomes will be measured. Also complete the First Things First Standard Agency Information Collection Form (Attachment A).

B. Capacity for Addressing the Need and Implementing the Strategy Successfully (25%)

Provide a narrative description describing your organization's understanding of the needs and capacity to implement the proposed service, addressing the following:

- a. Describe the need(s) the proposed strategy will address and include data to support evidence of the need. Describe the assets that currently exist, within the region and organization, to address the need and support the proposed strategy. As a portion of the assets discussion, please describe plans, activities and demonstrated ability to address matching funds as required under the standard of practice
- b. Provide examples of experience implementing related programs and the outcomes of those programs. It should be noted that past performance on any grants might be taken into consideration in evaluation of your proposal.

- c. Describe your organization's professional knowledge and experience of the target population to reach.
- d. Identify capacity or infrastructure building which will be needed, including agreements and partnerships with other agencies, additional resources, and training and technical assistance to provide the proposed service.
- e. Include the coordination and collaboration activities in which the organization is currently engaged and how this will support the proposed strategy.
- f. Identify personnel recruitment, qualifications and supervision. (Also complete Key Personnel Overview, Attachment B)
- g. Where the applicant seeks funding for curricula, materials, and classroom equipment, please describe plans to meet requirements for linguistic and cultural competence for the population to be served.
- h. Clearly describe the increase in the number of children who will be served as a result of this one-time funding opportunity.
- i. For applicants requesting capital expenditures, strong justification must be demonstrated in the case for construction and renovation projects for facilities. Matching funds are required and the applicant must include costs for such items. The Board may require a deed or title restriction requiring repayment of any funds used for a capital expenditure in the event of the disposal of the asset. All of the following should be demonstrated:
 - 1. Provide a description of how funding such capital improvement will enable the region to reach their pre-determined measurable outcomes
 - 2. Describe what funds will be available to sustain the benefits of the capital request if approved
 - 3. Describe other attempts to meet this need and describe how no other resources exist (other than matching funds) in the community to meet this need
 - 4. Describe the anticipated possible ownership and maintenance for the capital asset should the entity no longer utilize the asset for the purposes for which funding support was approved by the Board
 - 5. Justify how it is expected that sustainability and operational resources are available after the life of this grant award
 - 6. Describe the amount and source of 50 percent matching funds for specific capital requests to First Things First that includes the purchase of property or new construction, major renovation or remodeling to existing property

C. Proposed Program or Strategy (25%)

Provide a description of the program being proposed, including the following:

- a) Provide a clear description of the proposed program/services.
- b) Indicate whether this is a proven program or one with an evidence base and summarize the relevant research supporting it.
- c) If adapting a proven effective program, explain what the adaptations are and why they are being made.
- d) Describe how the proposed program aligns and builds on the early childhood system development in the region.
- e) Identify and describe the target population to be served by the proposed strategy, including:

- Population demographics, i.e. all children birth through five, infants and toddlers, families of infants, early childhood professionals, etc.
 - Target Service Number based on the Unit of Service(s) included in the scope of work above.
 - How the strategy will meet the needs of the targeted population in terms of being culturally competent, linguistically appropriate, age appropriate and gender responsive.
 - Recruitment and outreach efforts, engagement and retention practices for the targeted population.
- f) Specific training that will be provided to existing and/or new staff, including how and when it will be delivered and how it will enhance skills necessary to implement this strategy effectively.
- g) Describe any anticipated barriers to implementation and your plans to overcome those barriers.

This narrative should provide context for the activities listed in the next section, Implementation Activities.

D. Implementation Activities (25%)

Using Attachment C, Implementation Plan, describe the activities needed to operationalize the proposed strategy(ies), including timelines, responsibilities, and coordination activities.

E. Budget (10%)

The budget and budget narrative should provide a clear and concise explanation of the methods used to determine the amounts for each line item in the proposed program budget.

All budget forms must be signed by an authorized agency representative.

- a) Submit the Funds Requested Form (Attachment D). No additional narrative is required.
- b) Submit the Line Item Budget (Attachment E) using only the budget categories listed on the form. No additional narrative is required.
- c) Submit the Budget Narrative (Attachment F) using only the budget categories listed on the form.
- d) Submit the Disclosure of Other Funding (Attachment G). This list should include all other sources of funding currently received from other State or public agencies, Federal agencies, non-profit organizations and other sources that will be applied to the proposed program/strategy(ies). Note that statute A.R.S. §8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no FTF monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.
- e) Describe your organization's business management system by completion of the Financial Systems Survey. Attach the Financial Systems Survey (Attachment H) to capture basic financial system/operational information to assess financial capacity early in the process. No additional narrative is required. As noted in the financial system survey, you are required to submit a complete copy of the most recent audited, reviewed or compiled financial statements as well as management letters and a schedule showing the TOTAL federal funds (by granting agency) expended by your

agency for the most recent fiscal year. NOTE THAT ONLY ONE COPY OF EACH OF THESE DOCUMENTS NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL".

F. Data Collection (15%)

Describe in this section the plan and resources necessary to meet FTF basic reporting requirements, maintain data securely and confidentially, and ensure that ongoing data collection is used within the grantee institution to ensure fidelity and overall effectiveness. In this section, include discussion of:

- a) Who will have overall responsibility for the data collection, maintenance, and reporting? Be sure to include this person in your Key Personnel Overview, Attachment B.
- b) How will the required data be collected, maintained, and aggregated? Describe how you will ensure that data entered into the First Things First web-based database after it has been collected is accurate and timely. What procedures will be in place to assure the quality of your data (e.g., training for data collectors, oversight of data entry, timeliness for administering tools, etc.)?
- c) If applicable, what is the anticipated approval process to collect and report data from tribal government programs?
- d) What resources (e.g., personnel, supplies, computer, etc.) will be needed to complete necessary activities related to data collection, maintenance, and security as well as the assurance of quality data input and data collection for the program? In addition to this narrative description, the funds dedicated to evaluation should be reflected in the budget and budget narrative in Section D above.
- e) Complete the Data Collection Form, Attachment I.

Instructions to Applicants

A. Inquiries

1. Duty to Examine. It is the responsibility of each Applicant to examine the entire RFGA, seek clarification in writing (inquiries), and examine its' Application for accuracy before submitting the Application. Lack of care in preparing an Application shall not be grounds for modifying or withdrawing the Application after the Application due date and time, nor shall it give rise to any Contract claim.
2. RFGA Contact Person. Any inquiry related to an RFGA, including any requests for or inquiries regarding standards referenced in the RFGA shall be directed solely to the RFGA contact person. The Applicant shall not contact or direct inquiries concerning this RFGA to any other State employee unless the RFGA specifically identifies a person other than the RFGA contact person as a contact.
3. Submission of Inquiries. The Fiscal and Contracts Specialist identified in this RFGA, who is the contact for all inquiries except at the Pre-Application Conference, requires that an inquiry be submitted in writing. Any inquiry related to the RFGA shall refer to the appropriate RFGA number, page and paragraph. Do not place the RFGA number on the outside of the envelope containing that inquiry, since it may then be identified as an Application and not be opened until after the Application due date and time. Electronic inquiries are acceptable. First Things First shall consider the relevancy of the inquiry but is not required to respond in writing.

4. Timeliness. Any inquiry or exception to the RFGA shall be submitted as soon as possible and should be submitted at least seven days before the Application due date and time for review and determination by First Things First. Failure to do so may result in the inquiry not being considered for an RFGA Amendment.
5. No Right to Rely on Verbal Responses. An Applicant shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFGA.
6. RFGA Amendments. The RFGA shall only be modified by a formal written RFGA amendment. Formal written amendments are posted on the First Things First website, www.azftf.gov. It is the sole responsibility of the Applicant to check the website regularly.
7. Pre-Application Conference. A Pre-Application Conference has been scheduled for this RFGA and specific date, time and location are found on Page 2 of this RFGA. Applicants should raise any questions about the RFGA at that time. The Pre-Application Conference will clarify the contents of the RFGA in order to prevent any misunderstanding of First Things First's position. Any doubt as to the requirements of the RFGA or any apparent omission or discrepancy should be presented to First Things First at the Conference. An Applicant may not rely on any verbal responses to questions at the Conference. Material issues raised at the Conference that result in changes to the RFGA shall be answered solely through a formal written RFGA amendment. **Attendance at the Pre-Application Conference is strongly encouraged, but not mandatory.**
8. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the RFGA contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

B. Application Preparation

1. Forms. No facsimile or electronic mail Applications shall be accepted. An Application shall be submitted using the forms provided in this RFGA or on their substantial equivalent. Any substitute document for the forms provided in this RFGA must be legible and contain the same information requested on the forms, unless the RFGA indicates otherwise.
2. Technical Requirements. Applications will be reviewed initially for compliance with technical requirements. Noncompliance with these requirements may result in the Application being deemed non-responsive, and therefore, not susceptible to award.
 - Responses should be typed, single-spaced with one-inch margins or wider with a twelve (12)-point font used.
 - Applications are not to be bound in spiral binders or in 3-ring notebooks. Please submit the Application either stapled in the upper left-hand corner or use a binder clip.
 - Applications should be single sided, NOT duplexed.
 - Number all pages and include a table of contents that follows the underlined categories in the "Application: Responding to the Scope of Work" Section. Enclose one (1) original (clearly marked "ORIGINAL") and nine (9) additional copies.
 - All Attachments must be completed as instructed.
 - The organization name and the Request for Grant Application Number (**RFGA number found on page 1 of this RFGA**) must be clearly marked on the outside of the sealed envelope/package.

Please refer to the Checklist within this RFGA to verify inclusion of all required documentation and use of the proper format.

3. Evidence of Intent to be Bound. The Applicant Offer and Acceptance Form within the RFGA shall be submitted with the Application and shall include a signature by a person authorized to sign the Application. The signature shall signify the Applicant's intent to be bound by the Application, the terms of the RFGA and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Application.
4. Exceptions to Terms and Conditions. All exceptions included with the Application shall be submitted in a clearly identified separate section of the Application in which the Applicant clearly identifies the specific paragraphs of the RFGA where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Fiscal and Contracts Specialist in a written statement. The Applicant's preprinted or standard terms will not be considered by First Things First as a part of any resulting Contract. All exceptions that are contained in the Application may negatively affect First Things First's proposal evaluation based on the evaluation criteria stated in the RFGA or result in rejection of the Application.
5. Subcontracts. Applicant shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Application.
6. Cost of Application Preparation. First Things First will not reimburse any Applicant the cost of responding to an RFGA.
7. RFGA Amendments. Each RFGA Amendment shall be signed with an original signature by the person signing the Application, and shall be submitted no later than the Application due date and time. Failure to return a signed copy of a RFGA Amendment may result in rejection of the Application.
8. Additional Materials. Additional materials such as promotional brochures or examples of other programs should not be submitted unless they directly relate to the information required in the Application.
9. Provision of Tax Identification Numbers. Applicants are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
10. Disclosure. If the firm, business or person submitting this Application has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government; or if any such preclusion from participation from any public procurement activity is currently pending, the Applicant shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Application. The Applicant shall include a letter with its Application setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently

pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

11. RFGA Order of Precedence. In the event of a conflict in the provisions of this RFGA, the following shall prevail in the order set forth below:

- 11.1 First Things First Special Terms and Conditions
- 11.2 State of Arizona Uniform Terms and Conditions
- 11.3 Scope of Work
- 11.4 Attachments
- 11.5 Exhibits
- 11.6 Instructions to Applicants
- 11.7 Other documents referenced or included in the RFGA

C. Submission of Application

1. Sealed Envelope or Package. One (1) original (clearly marked "original") Application and nine (9) copies shall be submitted to the submittal location identified in this RFGA. Applications must be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Applicant and RFGA number. First Things First may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
2. Late Applications. An Application submitted after the exact Application due date and time shall be rejected. Applications **must** be received by First Things First at the designated due date and time.
3. Application Amendment or Withdrawal. An Application may not be amended or withdrawn after the Application due date and time except as otherwise provided under applicable law.
4. Application Opening. Applications shall be opened publicly at the time and place identified in this RFGA. The name of each Applicant shall be read publicly and recorded.
5. Disqualification. An Applicant (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Application rejected.
6. Public Record. All Applications submitted and opened are public records and must be retained by First Things First. Applications shall be open to public inspection no later than 30 days after Contract award pursuant to A.R.S. §41-2702 (E), except for such Applications deemed to be confidential by First Things First. If an Applicant believes that information in its Application should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Application detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. First Things First, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision as noted in A.R.S. §41-2611 through §41-2616.
7. Application Acceptance Period. Applications shall be irrevocable for 120 days after the RFGA due date and time.

8. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form, the Applicant certifies that:
 - a. The Applicant did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Application; and
 - b. The Applicant does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, sexual orientation or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
9. Budget Limitations. In the event that the Applications received exceed the budget limitations, First Things First reserves the option to request a reduction in the scope of the Applicant's proposed program. Revised budget documents will be required. First Things First reserves the right to award contracts for less than the proposed amount and/or less than the available funds or make awards that exceed the posted available funds as additional funds become available.
10. Waiver and Rejection Rights. Notwithstanding any other provision of the RFGA, the State reserves the right to:
 - 10.1 Waive any minor informality,
 - 10.2 Reject any and all Applications or portions thereof, or
 - 10.3 Cancel the RFGA.

D. Award

1. Multiple Awards. In order to ensure adequate coverage of First Things First requirements, multiple awards are anticipated to be made; however, a single award may be considered.
2. Contract Inception. An Application does not constitute a Contract nor does it confer any rights on the Applicant to the award of a Contract. A Contract is not created until the Application is accepted in writing by the First Things First designee's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Application.
3. Effective Date. The effective date of this Contract shall be the date that the First Things First designee signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

E. Protests

1. A protest shall comply with and be resolved according to A.R.S. §41-2611. Protests shall be in writing and filed with the Chief Executive Officer, Arizona Early Childhood Development and Health Board. A protest of an RFGA shall be received by the Fiscal and Contracts Specialist before the Application due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
 - 1.1 The name, address and telephone number of the protester,
 - 1.2 The signature of the protester or its representative,
 - 1.3 Identification of the RFGA or Contract number,
 - 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents, and
 - 1.5 The form of relief requested.

F. Comments Welcome

1. First Things First periodically reviews the Instructions to Applicants and welcomes any comments you may have. Please submit your comments to the Fiscal and Contracts Specialist, grants@azftf.gov

Terms and Conditions

FIRST THINGS FIRST SPECIAL TERMS AND CONDITIONS

1. Term of Contract. The effective date of this Contract shall be the date that the First Things First designee signs the Offer and Acceptance form or other official contract form and shall remain in effect until June 30, 2013, unless terminated, cancelled or extended as otherwise provided herein.
2. Reporting. At minimum, grantees shall submit quarterly programmatic progress reports due by the 20th of the month following the quarter and will submit evaluation data reports and enter data into the First Things First Partners in Grants Management System (PGMS). Program narrative reports shall also be submitted via the First Things First PGMS. Failure to submit timely reports will result in suspension of reimbursement. The report shall contain such information as deemed necessary by First Things First.

Requests for program and budget changes must be sent to First Things First designated staff. First Things First will post any important grantee requirement information under the Grantee Resources section of PGMS and this can include updates to Standards of Practice, Units of Service or other day to day operational updates that relate to any awarded grants.

3. Reimbursement/Payment. The Grantee shall be paid on a cost-reimbursement basis, at a maximum of monthly or a minimum of quarterly for those items submitted and approved in the budget inclusively. Reimbursement requests shall be submitted monthly or quarterly via the First Things First PGMS. **Grantee shall submit a final reimbursement request for expenses obligated prior to the date of contract termination no more than forty-five (45) days after the contract end.** Requests for reimbursement received later than forty-five (45) days after the contract termination will not be paid. **If awarded a contract, your organization must have sufficient funds to meet obligations for at least sixty- (60) days while awaiting reimbursements.** If an exception is requested to this requirement, it must be provided in writing in your Application describing the justification and need for alternative considerations, which will be separately considered during the application review and may not be approved. Requests for exceptions to reimbursement-based payments submitted after awards are made are subject to separate review and may not be approved.

Financial budget modification requests must be sent to First Things First designated staff.

4. Confidentiality of Records. The Grantee shall establish and maintain procedures and controls that are acceptable to First Things First for the purpose of assuring that no information contained in its records or obtained from First Things First or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees; except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to First Things First. Grantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or

officers of the Grantee as needed for the performance of duties under the contract, unless otherwise agreed to in writing by First Things First.

5. Key Personnel. It is essential that the Grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Grantee must assign specific individuals to the key positions, when possible or submit an official position description for which candidates must qualify. **Once assigned to work under the contract, if key personnel are removed or replaced, written notification shall be sent to First Things First.**
6. Orientation. A mandatory Orientation Meeting will be scheduled during the first quarter after awards are made and will provide all awarded grantees the information required to manage the contract.
7. Capital Expenditures. Items over \$5,000 with a life of more than one (1) year are allowable and must be included in the line item budget and budget narrative to explain the purpose, intent and use specific for the benefit of the requested project.
8. Working with Tribal Regional Partnership Council(s). A grantee must comply with requirements set forth by the Tribal Government in relation to essential functions of the grants operation including data collection. It is the responsibility of the grantee to follow appropriate policy and procedures, complete IRB, parent consent, and appropriate tribal approvals as designated by tribal authorities.
9. Geographic Distribution. If Applications are not received from geographic areas within the region or if an Application submitted is not deemed applicable to funding by the review committee all funding may not be awarded or could be awarded to meet disparate geographic need for services. First Things First also reserves the right to fund more than one program in an area, to not award the entire amount of available funds, or to award an amount that is greater than the posted available funds.

STATE OF ARIZONA UNIFORM TERMS AND CONDITIONS

1. Contract Interpretation

- 1.1 Arizona Law. This Contract shall be governed and interpreted by the laws of the State of Arizona. The venue for any proceedings, actions, or suits arising from this Contract shall be in Maricopa County, Arizona.
- 1.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 1.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by First Things First and as they may be amended, the following shall prevail in the order set forth below:
 - 1.3.1. First Things First Special Terms and Conditions
 - 1.3.2. State of Arizona Uniform Terms and Conditions
 - 1.3.3. Statement or Scope of Work
 - 1.3.4. Attachments/Exhibits
 - 1.3.5. Documents referenced or included in the RFGA

- 1.4 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 1.5 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their contract. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 1.6 No Waiver. Party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. **Contract Administration and Operation**

- 2.1 Records. Pursuant to A.R.S. §35-214 and §35-215, the Grantee shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by First Things First at reasonable times. Upon request, the Grantee shall produce a legible copy of any or all such records.
- 2.2 Non-Discrimination. The Grantee shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.
- 2.3 Audit. Pursuant to A.R.S. §35-214, at any time during the term of this Contract and five (5) years thereafter, the Grantee's or any subcontractor's books and records shall be subject to audit by First Things First and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or subcontract.
- 2.4 Financial Audit. In compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), grant sub-recipients, as prescribed by the President's Council on Integrity and Efficiency Position #6, expending Federal Grants from all sources totaling \$500,000 or more, must have an annual audit conducted in accordance with OMB Circular #A-133, "Audits of States, Local Governments and Non-profit Organizations." **If you have expended more than \$500,000 in federal dollars, a copy of your audit report for the previous fiscal year must be submitted with your Application.**
- 2.5 Audit Trails. Grantee shall maintain proper audit trails for all reports related to this contract. First Things First reserves the right to review all program records.
- 2.6 Fund Management. The Grantee must maintain funds received under this contract in separate ledger accounts and cannot mix these funds with other sources. Grantee must manage funds according to applicable regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with State requirements. The business systems that must be maintained are:

- a. Financial Management
- b. Procurement
- c. Personnel
- d. Property
- e. Travel

A system is adequate if it is: 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

- 2.7 Notices. All notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

First Things First
Finance Division
4000 N. Central Avenue, Suite 800
Phoenix, AZ 85012

- 2.8 Advertising, Publishing and Promotion of Contract. The Grantee shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Fiscal and Contracts Specialist.

- 2.9 Ownership of Information/Printed Material. First Things First reserves the right to review and approve all publications and/or media funded or partially funded through this contract. All publications funded or partially funded through this contract shall recognize First Things First as the funding source. First Things First shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Grantee agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Grantee describing programs or projects funded under this agreement in whole or in part with First Things First funds and shall follow the protocol and style guide provided by First Things First. First Things First will post any important updated communications protocol information under the Grantee Resources section of PGMS.

3. Funding/Payments

- 3.1. Funding. Requested funding must be submitted in an all-inclusive basis. The State will not reimburse any item other than the all-inclusive funding contained on the budget forms.
- 3.2. Tax Indemnification. Grantee and all subcontracts shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Grantee. Grantee shall, and require all subcontractors to hold First Things First harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- 3.3. IRS Substitute W9 Form. In order to receive payment the Grantee shall have a current IRS Substitute W9 Form on file with State of Arizona, unless not required by law.
- 3.4. Availability of Funds for the Next Fiscal Year. Funds are not presently available for performance under this contract beyond the current fiscal year. Every payment obligation of First Things First under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by First Things First at the end of the period for which funds are available. No liability shall accrue to First Things First in the event this provision is exercised, and First Things First shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

4. Contract Changes

- 4.1. Amendments. Any change in the contract including the scope of work and budget described herein, whether by modification or supplementation, must be accomplished by a formal written contract amendment signed and approved by and between the duly authorized representatives of the Grantee and First Things First. Any such amendment shall specify an effective date, any increases or decreases in the Grantee's compensation, if applicable, and entitled as an "Amendment" and signed by the parties identified in the preceding sentence. The Grantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.
- 4.2. Subcontractors. The Grantee agrees and understands that no subcontract that the Grantee enters into with respect to performance under this contract shall in any way relieve the Grantee of any responsibility for performance of its duties. It is highly recommended by First Things First that a Memorandum of Understanding or some other type of contract is in place between the Grantee and a Subcontractor for services to be performed, and in which a payment amount has been negotiated and approved, to avoid any misunderstanding between both parties. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 4.3. Assignment and Delegation. The Grantee shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Fiscal and Contracts Specialist. First Things First shall not unreasonably withhold approval.

5. Risk and Liability

- 5.1. Indemnification. (Not Public Agency) The parties to this Contract agree that First Things First, its departments, Board and Councils shall be indemnified and held harmless by the Grantee for the vicarious liability of First Things First as a result of entering into this contract. However, the parties further agree that First Things First, its departments, Board and Councils shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 5.2. Indemnification Language for Public Agencies Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees)

(hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

This indemnity shall not apply if the Grantee or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

- 5.3 **Insurance Requirements.** Grantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. First Things First in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this contract by the Grantee, its agents, representatives, employees or subcontractors, and Grantee is free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Grantee shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Blanket Contractual Liability – Written and Oral \$1,000,000
 - Fire Legal Liability \$50,000
 - Each Occurrence \$1,000,000
- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**
 - b. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee”.***
 - c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee, involving automobiles owned, leased, hired or borrowed by the Grantee".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3. **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.
- b. This requirement shall not apply to separately, EACH Grantee or subcontractor exempt under A.R.S. §23-901, AND when such Grantee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Grantee warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Grantee, even if those limits of liability are in excess of those required by this Contract.
2. The Grantee's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Grantee shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty- (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (First Things First, Fiscal and Contracts Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012) and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- F. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- G. All certificates required by this Contract shall be sent directly to (First Things First, Fiscal and Contracts Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.
- H. SUBCONTRACTORS: Grantees' certificate(s) shall include all subcontractors as insureds under its policies or Grantee shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- J. EXCEPTIONS: In the event the Grantee or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Grantee or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

5.4 Force Majeure. If either party hereto is delayed or prevented from the performance of any act required in this Agreement due to acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

5.5 Third Party Antitrust Violations. The Grantee assigns to First Things First any claim for cover charges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Grantee, toward fulfillment of this Contract.

6. Compliance

6.1 Compliance with Applicable Laws. The services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Grantee shall maintain all applicable licenses and permit requirements.

6.2 Sectarian Requests. Funds may not be expended for any sectarian purpose or activity, including sectarian worship or instructions.

6.3 Restrictions on Lobbying. The Grantee shall not use these funds to pay for, influence, or seek to influence any officer or employee of First Things First, state government or the federal government if that action may have an impact, of any nature, on this contract.

6.4 Licenses. Grantee shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Grantee.

6.5 Fingerprinting. Pursuant to A.R.S. §41-1758 Grantee will obtain fingerprint cards and/or background checks as applicable.

This Contract may be cancelled or terminated if the fingerprint check or the certified form of any person who is employed by a provider, whether paid or not, and who is required or allowed to provide services directly to children, discloses that a person has committed any act of sexual abuse of a child, including sexual exploitation or commercial sexual exploitation, or any act of child abuse or that the person has been convicted of or awaiting trial on any criminal offenses in this state or similar offenses in another state or jurisdiction.

7. State's Contractual Remedies

7.1 Right to Assurance. If First Things First in good faith has reason to believe that the Grantee does not intend to, or is unable to perform or continue performing under this Contract, the Fiscal and Contracts Specialist may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of Days specified in the demand may be, at First Things First's discretion, the basis for terminating the Contract under the First Things First Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

7.2 Cancellation for Failure to Perform. Failure by the Grantee to adhere to any provision of this Agreement or its Attachments in the time and manner provided by this Contract or its Attachments shall constitute a material default and breach of this Contract and First Things First may cancel, at its option, this Agreement upon prior written notice.

First Things First may issue a written ten (10) day notice of default to the Grantee for acting or failing to act including but not limited to any of the following:

- The Grantee provides personnel that do not meet the requirements of this Agreement or are of an unacceptable quality.

- The Grantee fails to perform adequately the services required in this Agreement.
- The Grantee fails to furnish the required product or services within the time stipulated in this Agreement.
- The Grantee fails to make progress in the performance of the requirements of the Agreement and/or gives a positive indication that the Grantee will not or cannot perform to the requirements of this Agreement.

If the Grantee does not correct any problem(s) within ten (10) days after receiving the notice of default, First Things First may cancel the Contract. If First Things First cancels the Contract pursuant to this clause, First Things First reserves all rights or claims to damage for breach of the Contract and the Grantee agrees to a general release in favor of First Things First for any claim for reimbursement.

7.3 Non-Exclusive Remedies The rights and the remedies of First Things First under this Contract are not exclusive.

8. Contract Termination

- 8.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. §38-511, First Things First may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of First Things First is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State of Arizona, it may also cancel this Contract as provided in A.R.S. §38-511.
- 8.2 Suspension or Debarment. First Things First may, by written notice to the Grantee, immediately terminate this Contract if First Things First determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an Application or execution of a contract shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify First Things First.
- 8.3 Termination for Convenience. First Things First reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of First Things First without penalty or recourse. Upon receipt of the written notice, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to First Things First. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Contract shall become the property of and be delivered to First Things First upon demand. The Grantee shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

8.4 Termination for Default. In addition to the rights reserved in the contract, First Things First may terminate the Contract in whole or in part due to the failure of the Grantee to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. First Things First shall provide written notice of the termination to the Grantee. Upon termination under this paragraph, all materials, documents, data and reports prepared by the Grantee under the Contract shall become the property of and be delivered to First Things First on demand. Upon termination of this Contract, First Things First may procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Grantee shall be liable to First Things First for any excess costs incurred by First Things First in procuring services in substitution for those due from the Grantee.

9. Contract Claims

9.1 Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

10. Federal and State Laws and State of Arizona General Uniform Terms and Conditions

First Things First follows all State of Arizona and Federal laws, State of Arizona Uniform Terms and Conditions. These laws include Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to immigration status of its employees. First Things First may request verification for any Grantee, Contractor, or Subcontractor performing work under the agreement. Grantees are required to follow any and all State laws around immigration and English only. Should First Things First suspect that a grantee is not in compliance with state or federal laws and First Things First may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination, and suspension and/or debarment of the grantee. All costs necessary to verify compliance are the responsibility of the grantee.

The latest edition of the Arizona Uniform General Terms and Conditions and Uniform Instructions to Applicants is incorporated into this Request for Grant Application by reference. Copies may be obtained from the Arizona State Procurement Office at (602) 542-5511 or at: http://spo.az.gov/Admin_Policy/SPM/Forms/default.asp.

Checklist

Use the following list to make sure your Grant Application is complete and meets the requirements specified in this request for grant Applications:

- ☐ One (1) original copy marked “original”, and nine (9) additional copies
- ☐ Completed and signed First Things First Offer and Acceptance form
- ☐ Signed copy of all amendments issued for the RFGA (if applicable)
- ☐ Table of Contents
- ☐ Application including Executive Summary and response to **ALL** questions in sections A – F of Application: Responding to the Scope of Work
- ☐ Standard Agency Information Collection Form completed, Attachment A
- ☐ State of Arizona Substitute W-9 Form (must be downloaded and printed) signed, if applicable, http://www.gao.az.gov/onlineforms/forms/AZ_subw-9_010410.pdf
- ☐ Key Personnel Overview completed, Attachment B
- ☐ Implementation Plan completed, Attachment C
- ☐ Funds Requested Page, completed and signed, Attachment D
- ☐ Standard Line Item Budget, completed and signed, Attachment E
- ☐ Budget Narrative, completed and signed, Attachment F
- ☐ Disclosure of Other Funding Sources, completed and signed, Attachment G
- ☐ Financial Systems Survey is completed and signed, Attachment H
- ☐ Data Collection Form, Attachment I
- ☐ Resumes for all personnel listed in the budget
- ☐ One copy of your agency’s most recent audited, reviewed or compiled financial statements as well as a schedule showing the total federal funds (by granting agency) expended by your agency for the most recent fiscal year included with the Application marked Original.
- ☐ Page numbers are included on all pages, in sequence, twelve point font or larger and single-spaced, with one inch margins or wider.
- ☐ In the original application, documents requiring signatures should have **ORIGINAL** signatures.
- ☐ Do **NOT** bind your Application in spiral binders or in 3-ring notebooks. Please submit your Applications either stapled in the upper left-hand corner or use a binder clip.
- ☐ When submitting your Application, insure your organization name and the Request for Grant Application Number (**found on Page 1 of this RFGA**) is CLEARLY marked on the outside of the SEALED envelope/package.
- ☐ **It is the responsibility of each Applicant to insure their Application is delivered to First Things First by the due date and time listed on Page 2 of this RFGA.** Please allow for such contingencies as heavy traffic, weather, directions, parking, security, etc.

Attachments and Exhibits

Attachment A	Standard Agency Information Collection Form
Attachment B	Key Personnel Overview
Attachment C	Implementation Plan
Attachment D	Funds Requested Page
Attachment E	Line Item Budget Form
Attachment F	Budget Narrative Explanation
Attachment G	Disclosure of Other Funding Sources
Attachment H	Financial Systems Survey
Attachment I	Data Collection Form
Exhibit A	Revision to FTF Funding Plan Guidance Construction and Purchases of Real Property
Exhibit B	Statement of Commitment to Quality of Programming as a Criterion for Participation in Funding Opportunities for Early Care and Education Programs
Exhibit C	First Things First Target Service Unit Information
Exhibit D	Data Security Guidelines
Exhibit E	Sample Certificate of Insurance
Exhibit F	Matching Line Item Budget Form

Attachment A

FIRST THINGS FIRST STANDARD AGENCY INFORMATION COLLECTION FORM

A. Agency Information:

Program Name (if applicable) _____

Agency _____ Contact Person _____

Address _____ Position _____

Address _____ Email _____

City, State, Zip _____ Phone _____ x _____ Fax _____

County _____ Employer Identification Number: _____

Agency Classification: _____ State Agency _____ County Government _____ Local Government _____ Schools

_____ Tribal _____ Faith Based _____ Other

Have you previously conducted business with First Things First using this EIN? ____Y ____N

If **NO**, please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your Application: http://www.gao.az.gov/Vendor/account_setup_home.asp.

In which Congressional (Federal) District is your agency? Enter District # _____

<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency? Enter District # _____

<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding (from a Federal Source) will your organization expend in your current fiscal year? \$ _____

What is your organization's fiscal year-end date? _____

Accounting Method: _____ Cash _____ Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? ____Y ____N

Please provide contact information of the audit firm conducting your audit:

Agency _____

Address _____

Phone Number _____

B. Proposed Program Information / Description:

Amount requested: _____

Service area of proposed program: _____

Target population of proposed program: _____

Number of **center based providers** served: _____

Number of **increased slots for participating children**: _____

Please provide a **brief** description of the **proposed program** in one or two paragraphs and this will be the source for a public description describing the nature of the program being implemented that will be used by First Things First.

C. Contact Information

First Things First Partner and Grants Management System (PGMS) require four designated contacts for contact with First Things First related to this grant (the same person may be assigned to more than one of the roles, if appropriate).

Main Contact Information – This should be information for the person designated as the Main contact for this grant award and this person can view all information related to this grant (financial, programmatic and data collection/evaluation in nature). This person will also be the primary contact for First Things First and should be the person responsible for ensuring the program plan is implemented. Primary correspondence from First Things First will be sent to this person.

Main Contact Person _____

Position _____

Address _____

City, State, Zip _____

Email _____

Phone _____ x _____ Fax _____

Program Contact Information – This should be information for the person designated as the Program contact for this grant award and this person can view information related to this grant for program or data collection purposes only.

Program Contact Person _____

Position _____

Address _____

City, State, Zip _____

Email _____

Phone _____ x _____ Fax _____

Financial Contact Information – This should be information for the person designated as the financial contact for this grant award and this person can view information related to this grant for financial purposes only.

Financial Contact Person _____

Position _____

Address _____

City, State, Zip _____

Email _____

Phone _____ x _____ Fax _____

Evaluation Contact Information – This should be information for the person designated as the Evaluation contact for this grant award and this person can view information related to this grant for data collection purposes only.

Evaluation Contact Person _____

Position _____

Address _____

City, State, Zip _____

Email _____

Phone _____ x _____ Fax _____

In addition, your application may have included information about a collaborating partner/agency. Please replicate this information as many times as necessary to document the participation and agreement to be involved with the application as a collaborating agency/partner.

Collaborator

Agency_____	Contact Person_____
Address_____	Position_____
Address_____	Email_____
City, State, Zip_____	Phone_____x_____Fax_____
County_____	

Collaborator

Agency_____	Contact Person_____
Address_____	Position_____
Address_____	Email_____
City, State, Zip_____	Phone_____x_____Fax_____
County_____	

Collaborator

Agency_____	Contact Person_____
Address_____	Position_____
Address_____	Email_____
City, State, Zip_____	Phone_____x_____Fax_____
County_____	

Collaborator

Agency_____	Contact Person_____
Address_____	Position_____
Address_____	Email_____
City, State, Zip_____	Phone_____x_____Fax_____
County_____	

Attachment B

KEY PERSONNEL OVERVIEW*

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	

***In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key individuals involved in the project. If awarded and your project experiences changes in staff, notification must be sent to First Things First. In addition, if you are describing a position to be hired, you must send staff notification and resume to First Things First when the position is filled.**

KEY PERSONNEL SHOULD INCLUDE ANYONE WHO WILL BE PAID FROM THE GRANT

Attachment C

September 1, 2012 – June, 30 2013 Implementation Plan

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation

Attachment D

FUNDS REQUESTED PAGE

The Offer must state a firm, fixed total guaranteed not-to-exceed amount of funds requested for the Grant.

\$_____Total Funds Requested

Authorized Signature_____

Date_____

Job Title _____

Attachment E and F Instructions

How to Complete the Line Item Budget and Budget Narrative

Complete a 10-month budget for the period September 1, 2012 through June 30, 2013 using the template provided in Attachment E. Please make sure you include a budget narrative as Attachment F.

Please keep in mind items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related successfully implementing the project. Please assure that all requested funds follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
 - For example – a cost may not be assigned to another grant award as an indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as a direct cost.
 - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First - this would not be consistent treatment of costs.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.
- All travel related costs for these trainings and meetings should be included in the Applicant's budget and calculated using the State of Arizona travel rate limitations for mileage, per diem and lodging as described on the budget narrative worksheet. For more information about the state requirements, visit <http://www.gao.az.gov/travel/>.
- Requests for line item modifications, which do not change the total program funding, shall be requested in writing and shall only be made following receipt of written authorization from First Things First.

Please note the line items included in the budget template represent the types of costs possible for a line item budget these line items may or may not be applicable or appropriate for your Application. Your budget line items requested must fit within one of the categories listed. However, it is expected that you would not need to utilize all of the sample line items.

Matching Funds are not required except for Construction or Renovation related costs that are identified in the RFGA. If matching funds are listed and submitted to support the application, they are subject to financial and programmatic monitoring by First Things First. Matching Funds budget template can be found in Exhibit F.

Attachment E – Line Item Budget

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e. Sub grants), Other Operating Expenses and Administrative/Indirect Costs.

Budget period: September 1, 2012 – June 30, 2013

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$
Salaries			
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$
Fringe Benefits or Other ERE			
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$
Contracted Services			
TRAVEL		Travel Sub Total	\$
In-State Travel			
Out of State Travel			
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$
<ul style="list-style-type: none"> • Telephones/Communications Services • Internet Access • General Office Supplies • Food • Rent/Occupancy • Evaluation (non-contracted & non-personnel expenses) • Utilities • Furniture • Postage • Software (including IT supplies) • Dues/Subscriptions • Advertising • Printing/Copying • Equipment Maintenance • Professional Development/Staff Training • Conference Workshops/ Training Fees for Staff • Insurance • Program Materials • Program Supplies • Scholarships • Program Incentives 			
CAPITAL EQUIPMENT		Capital Equipment Sub Total	\$
Equipment \$5,000 or greater in value			
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$
Equipment \$4,999 or less in value			
Subtotal Direct Program Costs:			\$
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$
Indirect/Admin Costs		\$	\$
Total		\$	\$

Authorized signature _____

Date _____

Attachment F – Budget Narrative

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate.

Please include one narrative that matches the 10-month line item budget categories and subcategories.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also, be sure to include the scheduled salary increases on the Budget Form.*

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.*

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. Explain how all contracts will be procured.*

Travel: *Separate travel that is in-state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the project). Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<http://www.gao.az.gov/travel/>) for both in-state and out-of-state travel.*

Aid to Organizations or Individuals: *In the event that this application represents collaboration and the contract will be utilizing other sub grantees or subcontractors to perform various components of the program, include a list of sub grantees, programmatic work each sub grantee will perform, and how costs for each sub grantee are determined.*

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: Telephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Evaluation (non-contracted and non-personnel expenses), Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development/Staff Training, Conference Workshops/ Training Fees for Staff, Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives*

Capital Equipment: *If allowable within the scope of the grant - For items that are tangible, non-expendable, and movable having a useful life of more than one year and a value of \$5,000 or greater, explain each item to be purchased, how the costs were determined and justify the need for the items based on the scope of work and the benefit to the project. All purchases should be made through competitive bid or using established purchasing procedures.*

Non-Capital Equipment: *For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.*

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an organization that receives grant funds and does not include particular program costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☐ **Option A - Administrative Costs:** *with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.*

OR

- ☐ **Option B - Federally Approved Indirect Costs:** *If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the direct costs. **Applicants must provide a copy of their federally approved indirect cost rate agreement.***

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Authorized signature_____ Date_____

Attachment G

DISCLOSURE OF OTHER FUNDING SOURCES

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the proposed Program*. A.R.S. §8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no First Things First monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
TOTAL:			

***This table should include only those funds that will support the program detailed in this Application.**

Authorized signature_____ Date_____

Job Title _____

Attachment H

FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY

Name of Applicant: _____

Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.

As stewards of federal and state funds, First Things First awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?	<input type="radio"/> YES <input type="radio"/> NO
2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please attach a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.	<input type="radio"/> YES <input type="radio"/> NO
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please attach a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL". It is not necessary to include additional copies with each copy of the completed Application.	<input type="radio"/> YES <input type="radio"/> NO
4. Please attach a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL"	<input type="radio"/> Not applicable for State of Arizona agencies
5. Has your organization been granted tax-exempt status by the Internal Revenue Service?	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A
6. If you answered YES to question #5, under what section of the IRS code? <input type="radio"/> 501 C (3) <input type="radio"/> 501 C (4) <input type="radio"/> 501 C (5) <input type="radio"/> 501 C (6) <input type="radio"/> Other Specify: _____	
7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	<input type="radio"/> YES <input type="radio"/> NO

B. FUNDS MANAGEMENT

1. Which of the following describes your organization's accounting system?	<input type="radio"/> Manual <input type="radio"/> Automated <input type="radio"/> Combination
2. How frequently do you post to the General Ledger?	<input type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly <input type="radio"/> Other
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	<input type="radio"/> YES <input type="radio"/> NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	<input type="radio"/> YES <input type="radio"/> NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs that account for 100% of each employee's time?	<input type="radio"/> YES <input type="radio"/> NO
6. Is your organization familiar with Federal Cost Principles (i.e., 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	<input type="radio"/> YES <input type="radio"/> NO
7. How does your organization plan to charge common/indirect costs to this grant? NOTE: Those organizations using allocable direct charges must attach a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate must attach a copy of the approval documentation issued by the federal government.	<input type="radio"/> Direct Charges <input type="radio"/> Utilizing an Indirect Cost Allocation Plan or Rate

C. INTERNAL CONTROLS

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	<input type="radio"/> YES <input type="radio"/> NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	<input type="radio"/> YES <input type="radio"/> NO
3. Are all accounting entries and payments supported by source documentation?	<input type="radio"/> YES <input type="radio"/> NO
4. Are cash or in-kind matching funds supported by source documentation?	<input type="radio"/> YES <input type="radio"/> NO
5. Are employee time sheets supported by appropriately approved/signed documents?	<input type="radio"/> YES <input type="radio"/> NO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	<input type="radio"/> YES <input type="radio"/> NO

D. PROCUREMENT

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	<input type="radio"/> YES <input type="radio"/> NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	<input type="radio"/> YES <input type="radio"/> NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	<input type="radio"/> YES <input type="radio"/> NO
4. Does the organization maintain a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract?	<input type="radio"/> YES <input type="radio"/> NO
5. Does the organization maintain written procurement policies and procedures?	<input type="radio"/> YES <input type="radio"/> NO

E. CONTACT INFORMATION

Please indicate the following information. In the event that First Things First has questions about this survey, this individual will be contacted.

Prepared By: _____

Job Title: _____

Date: _____

Phone/Fax/Email: _____

F. CERTIFICATION

I certify that this report is complete and accurate, and that the Grantee has accepted the responsibility of maintaining the financial systems.

Authorized Signature

G. COMMENT AND ATTACHMENTS

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question number next to each comment.

Number of Attachments (please number each attachment): _____

COMMENTS:

Attachment I

Data Collection Form

Performance Measure	Plan for Data Collection	Plan for Using the Data	Quality Assurance

Exhibit A

Revision to FTF Funding Plan Guidance Construction and Purchases of Real Property

December 8, 2009

In order to enhance the quality, access and affordability of early child care and education settings, the Board of First Things First will consider allocating funds for capital expenditures, including the purchase of real property, building renovation and new construction. Consideration of these funding plan strategies by the Board will require strong justification of the need for funded project(s) in the community and demonstration of how the project(s) will enhance the quality of care as well as accessibility to care for children five and under. In addition to strong justification of need in the funding plan, Regional Councils must include the information detailed in the following sections in their recommendation for grant award or agreement submitted to the Board.

In order to be eligible for funding under these strategies, existing early childhood program providers must meet the following eligibility criteria:

- The program provides early care and education services to children birth through age 5;
- The program is in good standing or with their certifying, licensing or regulatory authority; and,
- The program demonstrates a commitment to quality by one of the following:
 1. Is already enrolled as a Quality First participant and is actively working towards quality improvement, **or**
 2. Is accredited by one of the 6 national accreditations recognized also by the Arizona Department of Education and Arizona Department of Economic Security, and provides a written statement that the entity has either already applied for Quality First (improvement or rating, when available) or will apply and commits to participate when accepted into the Quality First program, **or**
 3. Demonstrates that it has applied for Quality First (improvement or rating, when available) and commits to participate when accepted into the Quality First program.

For entities proposing new early childhood programs, and therefore not yet meeting the eligibility criteria above, the recommendation for grant award submitted to the Board must include a written statement from the entity addressing the following:

- An intent to provide early care and education services to children birth through age 5;
- The plan and timeline for meeting certification, licensing or regulatory requirements as mandated by the appropriate authority; and
- The plan and timeline for demonstrating commitment to quality by meeting one of the quality requirements outlined in the third bullet point above.

Should a Regional Council determine capital expenditures are necessary for an entity to enable it to provide necessary benefits for the children of the region, the recommendation for grant award or agreement submitted to the Board must include:

- Evidence of a strong need for the entity, including demographics of the market that will be served, and existing methods to deliver services to children five and younger;
- A functional organization chart and detailed resumes of key personnel;
- A commitment of on-going support from the community for the capital improvement;
- How funding such capital improvement will enable the Region to address the specific priority needs of children five and under;
- What funds will be available to sustain program operations if the capital request is approved;
- A description of other efforts to meet the capital needs and a narrative that describes how no other resources exist (other than any necessary matching funds) in the community to meet this need;
- A description of how project costs and the quality of the construction will be controlled during the construction or renovation process and what approval process will be utilized at the end of the project to ensure the work was completed within appropriate construction standards;
- A description of the ownership and planned maintenance for the capital asset should the entity no longer utilize the asset for the purpose for which funding support was approved by the Board;
- Verification of financial stability of the entity, plus written confirmation that it has adequate business controls in place (Applicants for funding toward construction or purchase of real property will be required to submit to First Things First a copy of its most recent independent audit. In lieu of an independent audit, applicants are required to submit proof of State of Arizona business registration or registration with the appropriate tribal government, a 5-year financial forecast, and certified banking relationship information);
- Demonstration of understanding and compliance with all applicable State, local and tribal building and operating regulations. For new construction and/or use of trust lands located on tribal lands, the Regional Council must assure that all applicable legal issues such as land use planning, tribal environmental regulation, financing, construction design and architecture agreements have been reviewed by the appropriate cultural resource and tribal authority.
- The amount and source of the 50% matching funds required under this guideline for specific capital requests submitted to the Board of First Things First after 8/25/09;
- A written understanding that the Board may require a deed or title restriction or other requirement for repayment of its funds used for a capital expenditure in the event of the disposal or change in use of the asset; and
- Any other significant information that facilitated the Regional Council in making a funding recommendation.

Regional Councils may suggest that entities desiring assistance in developing the above information contact the U.S Small Business Counselors of Retired Executives (SCORE). The website is www.scorephoenix.org or the U.S. Small Business Administration (SBA) at www.sba.gov . SCORE

is a resource partner of the SBA. There are also numerous resources on the internet and in local communities to help individuals and organizations write business plans.

For purposes of these Guidelines, the following definitions apply:

“New Construction” means designing or erecting a new structure or installation of a pre-fabricated building either on land owned or not owned.

“Property” means land, land improvements, and structures, excluding movable machinery and equipment.

“Trust lands” are property on tribal lands which are held by the United States in trust for a federally recognized tribe or American Indian tribal member. Please consult the tribal government for property on tribal lands.

“Major renovation or remodeling” means:

- 1) Structural changes to the foundation, roof, floor, exterior or load-bearing walls of a facility, or the extension of a facility to increase its floor area.
- 2) Extensive alteration of a facility such as to significantly change its function and purpose, even if the renovation does not include any structural change

Improvements or upgrades to a facility which do not meet the criteria under the definition of major renovation or remodeling, may be considered a minor renovation and not subject to the matching requirement by the Board after considering all of the characteristics and costs of the planned renovation.

Board Approved: December 8, 2009

Exhibit B

Statement of Commitment to Quality of Programming as a Criterion for Participation in Funding Opportunities for Early Care and Education Programs

First Things First (FTF) supports both high-quality and improvement of quality in the development of an Arizona Early Childhood Development and Health system for children birth through age 5 and their families.

In alignment and support of this value, FTF funding which supports early care and education programming, children's attendance or the staff support of REWARD\$¹, will require that participating Early Care and Education programs (centers or homes) meet the following criteria²:

- Program provides early care and education services to children birth through age 5, and
- Program is regulated and in good standing with appropriate certifying, licensing or regulatory authority, and
- Program demonstrates a commitment to quality by one of the following:
 4. Is enrolled as a Quality First participant, actively working towards quality improvement, or
 5. Is accredited by one of the National Accreditations³ recognized also by ADE and DES, or
 6. Has applied for Quality First (improvement or rating, when available) and does not decline an opportunity to participate.

Notes:

1 The FTF strategy categories that must apply this policy include: child scholarships or stipends, program and facility improvement or expansion (if and when program is serving children), other quality, pre-k/Head Start, inclusion programming, or REWARD\$.

2 This criterion, which is intended to demonstrate a programs commitment to quality or quality improvement, is reflective of the developing Early Childhood System in Arizona. As such, FTF acknowledges that modifications to these requirements will be made as the opportunity for defining quality of programs evolves. For example, it is anticipated that a minimum required Star Rating will be used as the measure of quality in upcoming years.

3 Provider is accredited by one of the State of Arizona Board of Education approved accrediting bodies or by one of the bodies accepted by the Arizona Department of Economic Security to receive an enhanced reimbursement rate American Montessori International; National Association for the Education of Young Children; The National Early Childhood Program Accreditation Commission; Association for Christian Schools International; American Montessori Society; National Accreditation Commission for Early Care and Education. For home-based child care: National Family Child Care Association Council for Professional Development

First Things First (or the grantee/administrative home) will have responsibility for communicating these requirements to participants, and for monitoring and verifying that early childhood programs meet the requirements. Other Quality Improvement Initiatives may also qualify in place of participation in Quality First. Please contact FTF for more information on this policy as needed.

Exhibit C

First Things First Target Service Unit Information

Expansion: Increase slots and/or capital expense

Unit of Service and related Target Service Number

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number).

A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the program proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

For **Expansion: Increase slots and/or capital expense**, the Units of Service are:

Number of home based providers served
Number of center based providers served
Number of increased slots for participating children

Determining and Interpreting Target Service Numbers

Number of home based providers served should reflect the total number of home based early care and education providers who are targeted and funded for expansion services for one grant contract period (in most cases, one year).

Number of center based providers served should reflect the total number of center based early care and education providers who are targeted and funded for expansion services for one grant contract period (in most cases, one year).

Number of increased slots for participating children should reflect the total increase in FTF funded slots available to children for one grant contract period (in most cases, one year). This should reflect the total increase in number of slots available for children (0-5yrs).

Performance Measures

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g. providing scholarships).

For **Expansion: Increase slots and/or capital expense**, the performance measures are:

Number of home based providers served/ proposed service number
Number of center based providers served/ proposed service number

Number of increased slots for participating children/ proposed service number

Number of slots added for infants, toddlers and preschoolers

Number of professional development trainings conducted

Number of center/home based providers that received a new license/certification

Exhibit D

First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators

BACKGROUND:

The purpose of First Things First is to aid in the creation of a system that offers opportunities and supports for families and communities in the development of all children so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children.

Data Security Guidelines for Data Submission to FTF

The Arizona Early Childhood Development and Health Board (First Thing First - FTF) will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF will establish data reporting requirements for all state and regional grantees. All funded providers will regularly submit programmatic and financial reports as identified in the FTF reporting requirements.

FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner and Grants Management System (PGMS). Subsequent to the award of a FTF contract, the grantee will receive general training on login and navigation within the PGMS system. With this login the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, through agreement between the grantee and FTF, directly through the FTF extranet, rather than a PGMS web-based entry form. These data are likely to contain limited distribution data and must follow the following protocols. Data structure agreement, Login, ftp, revision request. Grantees that submit data through the FTF extranet must ensure that limited distribution data may not be intercepted or viewed at any time by parties other than the grantee and FTF and that throughout the reporting and submission process the data are secured.

Any grantee submitting data identified as confidential must file a formal data security policy with FTF. Confidential data will not be a part of standard data submission requirements. Grantee general orientation

and data reporting orientation will identify data requirements as public data, limited distribution data, and/or confidential data.

Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees must keep all data collected for their program(s) within their system (database) or hardcopies. While FTF data submissions are generally aggregated and contain no individually identifying information, grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

All grantees must have a data security policy in force which identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, GITA, or other data regulation, are required to submit and maintain those approvals for all data. If HIPAA, FERPA or other data regulation requires that participating individuals give consent to data collection on their person and if in the course of regular data submissions to FTF such data will be provided to FTF, submission of personal data to FTF must be reflected in all data regulation documents.

Exhibit E

SAMPLE CERTIFICATE OF INSURANCE

Prior to commencing services under this contract, the Grantee must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other Grantee obligations.

Name and Address of Insurance Agency:		Company Letter:	Companies Affording Coverage:		
		A			
		B			
Name and Address of Insured:		C			
		D			
LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury Per Person Each Occurrence Property Damage OR Bodily Injury and Property Damage Combined			Comprehensive General Liability Form Premises Operations Contractual Independent Contractors Products/Completed Operations Hazard Personal Injury Broad Form Property Damage Explosion & Collapse (If Applicable) Underground Hazard (If Applicable)		
Same as Above			Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits			Workmen's Compensation and Employer's Liability		
			Other		

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty- (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date Issued: _____

Authorized Representative: _____

Exhibit F**LINE ITEM BUDGET FOR LISTING MATCHING FUNDS**

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. **Limit your budget line items to the budget categories and to the budget subcategories listed.**

Budget Category	Line Item Description	Requested Funds	Matching Funds AND Source**	Total Cost
PERSONNEL SERVICES		Personnel Services Total		\$
Salaries				
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Total		\$
Fringe Benefits or Other ERE				
PROFESSIONAL AND OUTSIDE SERVICES		Professional and Outside Services Total		\$
Contracted Services				
TRAVEL		Travel Total		\$
In-State Travel				
Out of State Travel				
AID TO ORGANIZATIONS OR INDIVIDUALS		Total Aid to Organizations or Individuals		\$
Subgrants or Subcontracts to organizations/agencies/entities				
OTHER OPERATING EXPENSES		Other Operating Expenses Total		\$
<ul style="list-style-type: none"> • Telephones/Communications Services • Internet Access • General Office Supplies • Food • Rent/Occupancy • Evaluation (non-contracted and non-personnel expenses) • Utilities • Furniture • Postage • Software (including IT supplies) • Dues/Subscriptions • Advertising • Printing/Copying • Equipment Maintenance • Professional Development/Staff Training • Conference Workshops/ Training Fees for Staff • Insurance • Program Materials • Program Supplies • Scholarships • Program Incentives 				
CAPITAL OUTLAY		Capital Outlay Total		\$
Construction/Land or Building Improvements/Purchase of Land or Building				
CAPITAL EQUIPMENT		Capital Equipment Total		\$
Equipment \$5,000 or greater in value				
NON-CAPITAL EQUIPMENT		Non-Capital Total		\$
Equipment \$4,999 or less in value				
Subtotal Direct Program Costs:		\$	\$	\$
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect		\$
Indirect/Admin Costs				\$
Total		\$	\$	\$

**END OF REQUEST FOR GRANT
APPLICATION**

FTF-RC022-13-0417-00